



City of Norfolk

NOTICE

Invitation for Bid (IFB) 4734-0-2016/EMP

For: Window Washing Services

Issued: November 25, 2015

IFB OPENING DATE AND TIME: March 22, 2016 - 2:00 p.m. Eastern Time

To All Potential Bidders:

The City of Norfolk (the "City") is seeking a responsive and responsible vendor to establish a firm, fixed-price agreement with one (1) qualified source to provide all labor, materials and equipment perform window cleaning services and special cleaning services at various City facilities in accordance with all terms, condition and specifications of this solicitation.

Pre-Bid Conference: Thursday, February 18, 2016 @ 10:00AM EST – starting at Southside Aquatics, 1750 Campostella Road, Norfolk, VA 23523.

ACKNOWLEDGE RECEIPT OF ADDENDUM(S): #1____ #2____ #3____ #4____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN BID REJECTION.

Bidder Legal Name:	
Virginia State Corporation Commission Number:	
Bidder Contact Name:	
Bidder Contact Email Address:	
Bidder Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact Email:	
Authorized Agent Contact Phone:	
Date:	

I HEREBY CERTIFY THAT MY BID IS IN FULL COMPLIANCE WITH THIS SOLICITATION AND ALL THE TERMS AND CONDITIONS IMPOSED HEREIN AND AGREE TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, ACCORDINGLY. AS THE UNDERSIGNED REPRESENTATIVE FOR THE BIDDER, I ALSO CERTIFY THAT I AM AN AGENT AUTHORIZED TO BIND MY COMPANY TO THIS BID AND UNDERSTAND THAT FAILURE TO SIGN THIS BID MAY RESULT IN OUR BID BEING REJECTED.

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SECTION I – GENERAL SERVICE

A. PURPOSE:

The City of Norfolk is seeking to enter into a five (5) year Agreement with a responsive and responsible vendor to establish a firm, fixed-price agreement with one (1) qualified source to provide all labor, materials and equipment to perform window cleaning services and special cleaning services at various City facilities. The intent is to provide City of Norfolk Agencies with a professional window-washing contractor who will be able to provide timely and quality window cleaning services. The City facilities ranging from single to multi-story (up to 12 floors) facilities as well as the specialized cleaning services required for Bloomer Aluminum Art and decorative plasterwork located in the Slover Memorial Library in accordance with all terms, condition and specifications of this solicitation.

B. SCOPE OF WORK:

1. The successful bidder shall establish fixed prices for the individual facilities listed.
2. All bidders shall attend required site visit February 18, 2015 at 10:00 am starting at Southside Aquatics Center and list below as follows:
 - a. Southside Aquatics Center
 - b. City Hall Building
 - c. Consolidated Court Building
 - d. Public Safety Building
 - e. School Administration Building
 - f. Slover Memorial Library
 - g. Granby Municipal Building

To arrange site visits to all other facilities listed in this agreement Bidders should contact the Site Representatives listed in Appendix A.

3. Bidders shall attend a training session to learn how to operate the Tractel roof safety and façade access equipment to be conducted at the Consolidated Courts Building and the Slover Memorial Library. This is a mandatory attendance training session. Bidders will not be able to submit a bid if they do not in attend this training session for this IFB.
4. The City reserves the right to add and /or deleted other City locations under the agreement resulting from this solicitation.
5. The successful bidder shall thoroughly clean windows, glass partitions, door glass, display glass, glass ceilings, aluminum art work, decorative plaster, glass ceilings, skylights, and other surface areas; thoroughly check and tighten all screws and bolts on all parts of the Bloomer Art Work, and thoroughly dust the decorative plaster work.
6. The successful bidder shall remove all smudges, tapes, oily film, bird droppings, and other types of soil from all glass partitions, door glass, display glass, glass ceilings and other glass surfaces to include both sides of the glass. Window cleaning includes operation of washing, wiping or other methods of cleaning windows, window frames and sills (both inside and outside), curtain wall components, building panels, etc.
7. The successful bidder shall thoroughly clean the Bloomer Aluminum Art and decorative plasterwork by removing all dirt, dust, and other debris from all surfaces and supporting structures of the Bloomer Aluminum Art and both inside and outside of Slover Memorial Library.
8. The successful bidder shall use a commercial glass cleaning chemical when necessary, window squeegee tool with rubber blade and clean cloths. After washing the glass areas, glass shall be free of dust, smudges, oily film, also cleaner splash and drip marks shall be removed from all adjacent surfaces.
9. The successful bidder shall be under quality assurance. The City will evaluate the successful bidder's performance under this contract through visual inspection of their work while it is being performed and inspection of the overall finished product. When an observation indicates defective performance, the City Site Representative for the particular facility as listed in Appendix A will require the successful bidder to correct the deficiency within five (5) working days.

10. The successful bidder shall receive and perform periodic cleaning requests. On occasion there is a need to have windows and other surfaces cleaned in other City buildings not listed in Appendix A.
11. The successful bidder shall provide a manager who shall be responsible for the performance of the work. The name of this person and any alternate, who shall act for the contractor when the manager is absent, shall be designated in writing.
12. The successful bidder shall be required to make sufficient routine inspections to ensure that the work is performed as required by the agreement.
13. The successful bidder shall be responsible for all their employees to follow all established security procedure in sensitive areas and buildings.
14. The successful bidder shall perform all work in a neat and professional manner that reflects quality workmanship in accordance with standard trade practices and safety procedures. At the completion of each day's work, all debris and trash from the work site shall be removed. Material removal/disposal shall be at no cost to the City of Norfolk. Bidders shall not use any City trash containers for disposing of debris of any kind.
15. The successful bidder employee who assigned to perform work under this contract shall meet and maintain acceptable standards of job performance for the work being performed. These standards shall include, but not limited to the following:
 - a. Proper decorum
 - b. Acceptable work attitude
 - c. Acceptable dress code (uniforms are preferred)
 - d. Honesty
16. The City reserves the right to order the removal of any employee from any City facility for reasonable cause. Reasonable cause shall be at the discretion of the City Representative.
17. The successful bidder shall furnish all signs, cones, barricades, tape or other barriers as necessary at the work site to protect people from harm or injury.
18. The successful bidder shall be responsible for any damages to City property caused or created by the contractor and its principals, employee's representatives, and subcontractors while providing services covered in this agreement. Any damages shall be repaired at the contractor's expense to the satisfaction of the City.
19. The successful bidder shall take every precaution at all times for the protection of persons and property, including City and City employees' personal property if in the work area. The contractor shall at all times, enforce strict discipline and good order among the workers on the project and shall not employ any unfit person or anyone not skilled in the work assigned.
20. The successful bidder shall be responsible to obtain all permits and inspections that may be required on assigned work including street right of way permits. All work must be in compliance with all applicable national and local quality and safety codes whether or not permit are required.
21. The successful bidder shall maintain Material Safety Data Sheets (MSDS) in compliance with OSHA requirements for all product used. The contractor shall provide copies to the City Safety Officer and the City Custodial Contract Administrator of Material Safety Data Sheets for all cleaning products used. **OSHA (Occupational Health and Safety Administration) compliance.** The successful bidder shall comply with OSHA standards 29 cfr 1910 as general industry employers. Construction contractors shall comply with the construction OSHA standards 29 cfr 1926. This Article further establishes safety requirements for the cleaning of all windows of all buildings.
 - a. Window cleaning includes operation(s) of washing, wiping or other methods of cleaning windows, window frames, curtain wall components, building panels, etc.
 - b. Windows shall not be cleaned from the outside or inside unless means are provided to enable such work to be done in a safe manner.
 - c. Provisions for preventing accidents due to overhead high voltage lines shall be in place at all times while work is being performed.

- d. Employers shall provide their window-cleaning employees with safety equipment and devices conforming to OSHA requirements, and shall maintain such equipment in safe condition at all times.
 - e. Employers shall instruct their window-cleaning employees in the proper use of all equipment provided to them, and shall supervise the use of the equipment and safety devices to insure that safe working practices are observed.
 - f. All employees cleaning windows shall use appropriate safety devices and equipment.
 - g. Only employees who have been properly trained to handle such equipment shall be assigned to work from lifts, scaffolds or boatswain's chairs.
 - h. In every building, where window cleaning operations are performed in such a manner that a person stands on the sill. In order to clean the window or works from the inside where the window opening is of such size that it would be possible to fall through the open window to the outside. There shall be installed window cleaning safety anchors or other approved anchorages.
 - i. Any window which when fully opened has a clear opening with the lesser dimension exceeding one inches, or any window in which the height to width relationship presents a hazard, shall be considered as presenting the hazard of falling through as specified above.
 - j. Window cleaners shall not be permitted to work from any sill on which there is any obstruction or a slippery substance that might impair their footing.
 - k. Window jacks or portable sills shall not be used in window cleaning.
22. The successful bidder shall provide 24-hour response time for special requests to clean windows of City Buildings, which are not included in the established schedule.
23. The successful bidder shall not employ any person in the execution of this contracted work who is an employee of the City of Norfolk if employing that person would create a conflict of interest or the appearance of a conflict of interest. Additionally, the contractor shall not employ any person who is an employee of the City of Norfolk unless such person seeks and receives prior approval in compliance with City policy relative to off-duty employment.
24. Work Accomplishment. The contractor shall supply all labor, material, equipment (including swing stage), and services incidental to the accomplishment of the work assigned. Equipment required in the execution of window cleaning services are considered overhead items to be included under the Bidder's bid cost including charges for lift equipment except where noted for Special Cleaning requests for facilities not specifically listed in the sections that follow.
25. Bid Prior Site Inspection. Submission of bid shall imply that the Bidder has examined the sites and have satisfied themselves as to existing and probable conditions under which they will be obligated to perform work.
26. Definition of Regular Work Hours. For the purpose of this contract, regular work hours shall be between 8:00 am to 5:00 p.m. Monday through Friday, excluding holidays.
27. Definition of Holidays. For the purpose of this contract, holidays shall be in accordance with City of Norfolk's official holidays as outlined by city Code. Listing will be provided upon request.

Goods and Services: Effective 04/01/2016

Unit costs include all labor, chemicals, and equipment including lifts needed to complete requested cleaning of glass surfaces, decorative plasterwork, and listed artwork, and checking and tightening screws and bolts on the listed artwork at Slover Memorial Library.

Bid Line	Location	Unit	Estimated Quantity
1	Southside Aquatics Center 1750 Campostella Road, Norfolk, VA 23523	Times per Year	1
2	Southside Aquatics Center 1750 Campostella Road, Norfolk, VA 23523 (additional cleaning of all interior pool area glass scheduled at a different time from the cleaning included in Bid Line 1)	Times per Year	1
3	Passenger Rail Station 190 Park Avenue, Norfolk, VA 23510	Times per Year	1
4	Slover Memorial Library 235 E. Plume Street, Norfolk VA 23510 (Inside and outside glass of Forum glass ceiling).	Times per Year	2
5	Slover Memorial Library 235 E. Plume Street, Norfolk VA 23510 (inside and outside of all exterior glass, both sides of interior glass windows, ceilings, and skylights. Also includes the dusting of all interior high ledges above 6 feet in height and the wooden shelving in the large meeting room on the 6 th floor. See Appendix A)	Times per Year	1
6	Slover Memorial Library 235 E. Plume Street, Norfolk VA 23510 Bloomer Aluminum Art - Forum Ceiling: clean with a	Times per Year	2

	feather duster. See specifications in Appendix A		
7	Slover Memorial Library 235 E. Plume Street, Norfolk VA 23510 Bloomer Aluminum Art - Entry Façade Sculpture, inside and outside, including terrace leafed trellis; dust with a feather duster once per month.	Times per Month	1
8	Slover Memorial Library 235 E. Plume Street, Norfolk VA 23510 Bloomer Aluminum Art-Entry Façade Sculpture, inside and outside, including terrace leafed trellis; wash with mild soap (such as Ivory) and water two times per year.	Times per Year	2
9	Slover Memorial Library 235 E. Plume Street, Norfolk VA 23510 Bloomer Aluminum Art -Loggia; wash with mild soap (such as Ivory) and water two times per year.	Times per Year	2
10	Slover Memorial Library 235 E. Plume Street, Norfolk VA 23510 Bloomer Aluminum Art-check all screws and bolts on all parts of the Bloomer Aluminum Art for tightness and tighten if necessary.	Times per Year	1
11	Slover Memorial Library 235 E. Plume Street, Norfolk VA 23510 (thoroughly dust decorative plaster work between the 2nd and 3rd floors)	Times per Year	2

12	Consolidated Courts Building- Phase-1 150 St. Paul's Blvd., Norfolk, VA 23510	Times per Year	1
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Goods and Services: Effective 04/01/2016

Unit costs include all labor, chemicals, and equipment including lifts needed to complete requested cleaning of glass surfaces.

Bid Line	Location	Unit	Estimated Quantity
13	Boush Street Parking Garage	Times per Year	2
14	York Street Parking Garage	Times per Year	2
15	Bank Street Parking Garage	Times per Year	2
16	Town Point Parking Garage	Times per Year	2
17	Waterside Parking Garage	Times per Year	2
18	Waterside Garage Walkover	Times per Year	2
19	Marriott Main Street Garage Walkover	Times per Year	2
20	Main Street Parking Garage and 2 nd floor Parking and General Services Offices	Times per Year	2
21	Freemason Street Parking Garage	Times per Year	2
22	City Hall (North) Parking Garage	Times per Year	2
23	City Hall (South) Parking Garage	Times per Year	2

24	Commercial Place Parking Garage	Times per Year	1
25	West Plume Street Parking Garage	Times per Year	1
26	Granby Municipal Building-400 Granby Street	Times per Year	1
27	MacArthur Center	Times per Year	1
28	School Administration Building-900 East City Hall Avenue	Times per Year	1
29	General District Court (Public Safety Building)-811 East City Hall Avenue	Times per Year	1
30	Brambleton Avenue Pedestrian Bridge (near Public Health Building)	Times per Year	1
31	Sheraton Pedestrian Crosswalk (Waterside Drive)	Times per Year	1

Goods and Services: Effective 04/01/2016

Unit costs include all labor, chemicals, and equipment including lifts needed to complete requested cleaning of glass surfaces, and chandeliers.

Bid Line	Location	Unit	Estimated Quantity
32	Scope Arena	Times per Year	3
33	Chrysler Hall	Times per Year	3
34	Chrysler Hall (chandeliers)	Times per Year	1
35	Selden Arcade	Times per Year	3

36	Selden Arcade (chandeliers)	Times per Year	2
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Special Window Cleaning Requests: Effective 04/01/2016

Unit costs include all labor, chemicals, and equipment needed to complete requested cleaning of glass surfaces.

Bid Line	Description	Unit
37	Price per hour for cleaning upon request windows of buildings with multiple stories (that are not specifically listed in this agreement) where no lift is required.	Per hour
38	Price per hour for cleaning upon request windows of buildings with between two and four stories (that are not specifically listed in this agreement) where a lift is required request.	Per hour
39	Price per hour for lift when required to clean upon request windows of buildings with two to four stories that are not specifically listed in this agreement).	Per hour

Appendix A

Facility Locations, Scope and Periodicity of Service, and City Site Representative Listing

Agency: Facility Maintenance-Effective 04/1/2016

The following locations will be managed by Facility Maintenance – the City Project Officer will be named at the time of award.

Location: Southside Aquatics Center-1750 Campostella Road

Periodicity: Once (or more if requested by City) per year for all interior and exterior glass surfaces and interior glass in pool area two times per year.

Scope of Work: Clean the outside and inside of all exterior glass, both sides of the partition glass on the pool deck as well as the frames, sills and other connecting structures related to these glass surfaces.

Location: Passenger Rail Station-280 Park Avenue

Periodicity: Once (or more if requested by City) per year for all interior and exterior glass surfaces.

Scope of Work: Clean the outside and inside of all exterior glass and the frames, sills and other connecting structures related to these glass surfaces.

Location: Slover Memorial Library, 235 E. Plume Street

Periodicity: Twice (or more if requested by City) per year for Forum Ceiling.

Scope of Work: Clean the interior of glass ceiling with a long handled feather duster.

Location: Slover Memorial Library, 235 E. Plume Street

Periodicity: Once (or more if requested by City) per year for all interior and exterior glass windows, ceilings, and skylights.

Scope of Work: Clean inside and outside of all exterior glass windows, ceilings, and skylights, as well as both sides of all interior glass windows, all interior high ledges above 6 feet, as well as the wood shelving in the large meeting room on the sixth floor. The glass ceiling in the Forum is walkable only on the section seams.

Location: Slover Memorial Library, 235 E. Plume Street

Periodicity: Once (or more if requested by City) per month for Bloomer Aluminum Artwork-Entry Façade, inside and outside, including terrace leafed trellis, dust with a feather duster.

Scope of Work: Clean Bloomer Aluminum Art-Entry Façade, inside and outside, including terrace leafed trellis, dust with a feather duster. See Special Note below.

Location: Slover Memorial Library, 235 E. Plume Street

Periodicity: Twice (or more if requested by City) per year for Bloomer Aluminum Art- Entry Façade, inside and outside, including leafed trellis wash with mild soap (such as Ivory) and water.

Scope of Work: Clean the Bloomer Aluminum Art- Entry Façade, inside and outside, including leafed trellis; washing with mild soap (such as Ivory) and water. See Special Note below.

Location: Slover Memorial Library, 235 E. Plume Street

Periodicity: Twice (or more if requested by City) per year for Bloomer Aluminum Art-Loggia, wash with mild soap (such as Ivory) and water.

Scope of Work: Clean the Bloomer Aluminum Art-Loggia, washing with mild soap (such as Ivory) and water. See Special Note below.

Location: Slover Memorial Library, 235 E. Plume Street

Periodicity: Once (or more if requested by City) per year for entire Bloomer Aluminum Artwork check all screws and bolts for tightness and tighten if necessary.

Scope of Work: Entire Bloomer Aluminum Artwork- check all screws and bolts for tightness and tighten if necessary.

Location: Slover Memorial Library, 235 E. Plume Street

Periodicity: Twice (or more if requested by City) per year for decorative plasterwork between second and third floors thoroughly dust with a feather duster.

Scope of Work: Thoroughly clean all surfaces of the decorative plasterwork between second and third floors using a feather duster.

Location: Consolidated Courts Building-Phase 1, 150 St. Paul's Blvd.

Periodicity: Once (or more if requested by City) per year and on request all interior and exterior glass surfaces.

Scope of Work: Clean the outside and inside of all exterior glass including the rotunda structure, the frames, sills and other connecting structures related to these glass surfaces, both sides of the glass staircase rail sections, both sides of the glass dividers hanging from the ceiling, as well as all interior high ledges.

******Special Note for the Bloomer Artwork: All of the leaves are aluminum with a polyurethane clear coat. Do not wash with abrasives or strong fluid cleaners such as Simple Green, 409, Ajax, etc... Just mild soap, and if there is severe staining such as bird droppings, use soap and water and rub carefully with a non-abrasive scrubber such as a nylon stocking stuffed with a rag. Branches and Structural members incorporated in the artwork are powder coated and should be cleaned in the same way described above. All washing and dusting includes the branches and supporting metalwork as well as the other parts of the artwork.******

Agency: Parking Facilities-Effective 04/1/2016

The following locations will be managed by Parking Facilities – the City Project Officer will be named at the time of award.

Location: Boush Street Parking Garage-112 W. City Hall Avenue

Periodicity: Two times per year

Scope of Work: Clean elevator and stairwell windows

Location: York Street Parking Garage-215 W. York Street

Periodicity: Two times per year

Scope of Work: Clean elevator and stairwell windows

Location: Bank Street Parking Garage-441 Bank Street

Periodicity: Two times per year

Scope of Work: Clean elevator and stairwell windows

Location: Town Point Parking Garage-110 West Main Street

Periodicity: Two times per year

Scope of Work: Clean elevator and stairwell windows

Location: Waterside Parking Garage-50 Martin's Lane

Periodicity: Two times per year

Scope of Work: Clean elevator and stairwell windows.

Location: Waterside Garage Walkover-Waterside Drive

Periodicity: Two times per year

Scope of Work: Clean the outside and inside of all exterior glass, including all frames, sills and other connecting structures related to these glass surfaces. Contractor must obtain street right of way permit and provide required safety equipment to close off lanes of traffic while working on the outside of this structure. Work shall be scheduled in the least busy traffic time and approved by the Site Representative.

Location: Marriott Main Street Garage Walkover- Main Street

Periodicity: Two times per year

Scope of Work: Clean the outside and inside of all exterior glass, including all frames, sills and other connecting structures related to these glass surfaces. Contractor must obtain street right of way permit and provide required safety equipment to close off lanes of traffic while working on the outside of this structure. Work shall be scheduled in the least busy traffic time and approved by the Site Representative.

Location: Main Street Parking Garage and second floor Parking and General Services Offices-230 East Main Street

Periodicity: Two times per year

Scope of Work: Clean second floor Parking Offices both inside and outside, and stairwell windows.

Location: Freemason Street Parking Garage-161 Freemason Street

Periodicity: Two times per year

Scope of Work: Clean elevator and stairwell windows.

Location: City Hall (North) Parking Garage-100 East Street

Periodicity: Two times per year

Scope of Work: Clean stairwell windows

Location: City Hall (South) Parking Garage-999 East Main Street

Periodicity: Two times per year

Scope of Work: Clean stairwell windows

Location: Commercial Place Parking Garage-520 E. Main Street

Periodicity: Two times per year

Scope of Work: Clean elevator and stairwell windows.

Location: West Plume Street Parking Garage-135 West Plume Street

Periodicity: Two times per year

Scope of Work: Clean elevator and stairwell windows.

Agency: Facility Maintenance-Effective 04/1/2016

The following locations will be managed by Facility Maintenance – the City Project Officer will be named at the time of award.

Location: City Hall, 810 Union Street

Periodicity: Once per year

Scope of Work: Clean the outside and inside of all exterior glass, and both sides of the exterior glass solar screens, including all frames, sills and other connecting structures related to these glass surfaces.

Location: Granby Municipal Building-400 Granby Street

Periodicity: Once per year

Scope of Work: Clean the outside and inside of all exterior glass, frames, sills, and other supporting structures related to these glass surfaces.

Location: MacArthur Center-500 East City Hall Avenue

Periodicity: Once per year

Scope of Work: Clean the exterior surface of first floor exhibit windows and frames located on the City Hall Avenue side of the Mall.

Location: School Administration Building-900 East City Hall Avenue

Periodicity: Once per year

Scope of Work: Clean the outside and inside of all exterior glass, frames, sills, and other supporting structures related to these glass surfaces, including the entranceways for Norfolk Public School Administration and Juvenile & Domestic Relations Court.

Location: Public Safety Building-811 East City Hall Avenue

Periodicity: Once per year

Scope of Work: Clean the first floor outside and inside of all exterior glass, frames, sills, and other supporting structures related to these glass surfaces, internal glass partitions as well as the entranceway glass in the back hallways.

Location: Brambleton Avenue Pedestrian Bridge (near Public Health Building)

Periodicity: Once per year

Scope of Work: Clean the outside and inside of all exterior glass, including all frames, sills, and other connecting structures related to these glass surfaces. Contractor must obtain street right of way permit and provide required safety equipment to close off lanes of traffic while working on the outside of this structure. Work shall be scheduled in the least busy traffic time and approved by the Site Representative.

Location: Sheraton Pedestrian Crosswalk (near Waterside Drive and St. Paul's Blvd.)

Periodicity: Once per year

Scope of Work: The outside and inside of all exterior glass, including all frames, sills and other connecting structures related to these glass surfaces. Contractor must obtain street right of way permit and provide required safety equipment to close off lanes of traffic while working on the outside of this structure. Work shall be scheduled in the least busy traffic time and approved by the Site Representative.

Agency: Cultural Facilities-Effective 04/1/2016

The following locations will be managed by Cultural Facilities – the City Project Officer will be named at the time of award.

Location: Scope Arena-201 E. Brambleton Avenue

Periodicity: Three times per year upon request

Scope of Work: All exterior windows on the plaza level, dress circle level, and balcony level including all doors. All interior windows on the plaza level, dress circle level, and balcony level including all doors. All interior window stiles and mullions shall be wiped off and cleaned. All exterior windows on the lower level concourse including the exhibition hall lobby and box office wind breaks.

Location: Chrysler Hall-215 St. Paul's Blvd.

Periodicity: Three times per year upon request

Scope of Work: Clean all exterior windows on the plaza level, dress circle, and balcony level including all doors. All interior windows on the plaza level, dress circle, and balcony level including all doors. All interior windows stiles and mullions shall be wiped off and cleaned.

Location: Chrysler Hall-215 St. Paul's Blvd.

Periodicity: One time per year upon request

Scope of Work: Clean two chandeliers located above dress circle one (1) time per year.

Location: Selden Arcade-208 East Main Street

Periodicity: Three times per year upon request

Scope of Work: Exterior and interior of window wall entrances facing Main Street and Plume Street including doors. Exterior and interior of clerestory windows. Exterior and interior of city space located on the arcade level. Exterior only (arcade side) of store fronts inside arcade including doors. Excluded from the inside work are windows at the commercial or retail spaces located at either end of the arcade and designated by building manager.

Location: Selden Arcade-208 East Main Street

Periodicity: Two times per year upon request

Scope of Work: All chandeliers.

C. BIDDER QUALIFICATIONS:

A qualified bidder is one whose primary business is providing Window Service with at least five (5) years of experience in cleaning of windows, glass partitions, door glass, display glass, glass ceiling, aluminum artwork, decorative plaster, glass ceiling, skylights and other surface areas to those outlines in this solicitation.

In addition to the bid forms required, the bidder shall provide with the bid submission the following:

- List three (3) companies that you have supplied with this type of services over the past five (5) years. Provide name of department, Point of Contact, Phone Number, Email address and how long have you been providing the Window Service to the department.

SECTION II - SPECIAL INSTRUCTIONS TO THE BIDDER

A. ISSUING OFFICE:

City of Norfolk
Office of the Purchasing Agent
Attn: Eddie M. Powell, Buyer II
232 E. Main Street, Suite 250
Norfolk, VA 23510
Telephone: (757) 664-4025
Eddie.powell@norfolk.gov

B. IFB SCHEDULE:

Event	Date
IFB Issued	Wednesday, November 25, 2015
Site Visit	Tuesday, February 18, 2016 @ 10:00AM EST.
Question 1 Deadline	Wednesday, February 24, 2016 @ 5:00 PM EST.
Amendment 1 Issued	Monday, February 29, 2016
Question 2 Deadline	Thursday, March 10, 2016 @ 5:00 PM EST.
Amendment 2 Issued	Thursday, March 17, 2016
Bids Due	Tuesday, March 22, 2016 @ 2:00 PM EST.
Intent to Award posted	Thursday, March 31, 2016
Contract Start	Monday, April 1, 2016

C. CONTRACT TERM:

The term of the resulting contract will be for a period of five (5) years beginning on the date of the execution of the contract.

D. CONTACT WITH CITY STAFF, REPRESENTATIVES AND/OR AGENTS:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this IFB or any subject related to this IFB is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

E. BIDDERS OF RECORD:

Bidders receiving a copy of this IFB from a source other than the Issuing Office via www.DemandStar.com must contact the Issuing Office and provide Bidder's name, address, contact person, telephone and fax number, and the IFB Item Number. Bidder will be added to the DemandStar Planholders' list and will receive notification of any addenda to the IFB.

F. QUESTIONS, CHANGES, MODIFICATIONS AND ADDENDUM(S):

All questions relating to this solicitation shall be submitted via e-mail to Eddie Powell in the Office of the Purchasing Agent, at eddie.powell@norfolk.gov. For a question to be considered, the subject line of the e-mail must state the following: IFB No. 4734-0-2016/EMP Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting City staff other than the Office of the Purchasing Agent.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addenda only. Bidders are cautioned that any written, electronic, or oral representations made by any City representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

No questions will be considered if they are submitted after Wednesday, February 24, 2015 at 5:00 PM. Only questions related to the answers provided in Addendum 1 will be addressed in Addendum 2. Questions related to Addendum 1 question responses must be submitted by Thursday, March 10, 2015 at 5:00 pm to be considered for Addendum 2.

G. IFB OPENING:

Bidder shall ensure its Bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this IFB. Bids received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Bidder unopened. Bids shall be delivered to:

Office of the Purchasing Agent
Attn: Mr. Eddie Powell, Buyer II
232 E. Main Street, Suite 250
Norfolk, Virginia 23510
IFB 4734-0-2016/EMP, Window Washing Services

H. BID SUBMITTAL REQUIREMENTS:

1. Bids shall be submitted to the Office of the Purchasing Agent and shall include the following documents:
 - a. The cover page of this IFB, which shall contain:
 - b. Original signature of an agent authorized to bind the company;
 - c. Requested contact information;
 - d. Acknowledgment of any Amendment(s) on page one (1);
 - e. Bid Form A;
 - f. Attachments B– G
 - g. Bidder's Qualifications Statement:
A list of at least three (3) contracts awarded within the past five (5) years, from issuance date of the IFB, for providing preventative maintenance and parts supplies. Provide name of department, Point of Contact, Phone Number, Email address and how long have you been providing the Air Compressor Preventative Maintenance and Parts supplies to the department.
2. Bidders are encouraged to submit their Bids on recycled paper and to use double-sided copying.
3. Bids shall be submitted utilizing the following requirements: Bidders shall submit bids in a sealed envelope or package, and clearly label the shipping/ mailing packaging as well as the outside of your envelope or package with the IFB number, date and time of the IFB Opening, and the Bidder's name and address. Bids received by telephone, facsimile, or any other means of electronic transfer will not be accepted.
4. Include a statement setting forth the basis for protection of all proprietary information, if any.

I. METHOD AWARD:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the **lowest bidder that is responsive and responsible** that complies with all of the provisions of the invitation to bid, provided that the amount does not exceed the amount of funds available to finance the contract. In the event that a responsive

bid from the lowest responsible bidder exceeds available funds, the Purchasing Agent may negotiate the amount of the bid with the apparent low bidder to obtain a contract price within available funds.

The City reserves the right to accept or reject any or all bids in whole or in part and to waive informalities. Bidders will submit bids, in accordance with the IFB requirements and maintain compliance with all federal, state and local laws and regulations. The contents of the bid of the selected Bidder(s) will be incorporated and made a part of any City contractual obligation when the award(s) is made.

The lowest total bid amount will be based on the total for all (5) years of each bid amount. Please see **Attachment A - Bid Form** to submit bid pricing. Bids will be compared on the basis of a total computed price; arrived at by taking the sum of the quantities of each Bid Item, multiplied by the corresponding unit price bid, and any lump sum Bids on the individual items. The lowest total cost will be determined by totaling fee cost.

J. DISPOSITION OF BIDS:

All materials submitted in response to this IFB will become the property of the City. One (1) copy of each bid shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section II, K. "Disclosure."

K. DISCLOSURE:

In compliance with the Code of the City, Virginia Section 33.1-9, trade secrets or proprietary information submitted by contractors in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractors must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

L. COST INCURRED IN RESPONDING:

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

M. ANTI-COLLUSION:

Collusion or restraint of free competition, direct or indirect, is prohibited. Contractors are required to execute the anti-collusion statement. See Attachment B.

N. ETHICS IN PUBLIC CONTRACTING:

The contractor shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in Section 33.1-86 thereof, which are attached. The contractor shall abide by such provisions in submission of its bid and performance of any contract awarded. See Attachment C.

O. NONDISCRIMINATION:

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City Section 33.1-53, which will be incorporated into any contract awarded. See Attachment D.

P. DEBARMENT CERTIFICATION:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this IFB must be executed and returned with bid documents. See Attachment E.

Q. COMPLIANCE WITH FEDERAL IMMIGRATION LAW:

The bidder shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment F.

R. COMPLIANCE WITH STATE LAW-AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:

Any bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The City may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information, refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov. See Attachment G

SECTION III - TERMS & CONDITIONS

A. APPROPRIATION OF FUNDS:

Compensation pursuant to performance under this Agreement shall be subject to appropriation by the Council of the City of Norfolk. The City shall not incur any obligation or liability under this agreement beyond the funds appropriated for such obligation or liability in any fiscal year in which this agreement is in effect. In the event sufficient funds are not appropriated, budgeted or appropriated to meet the obligations under this agreement, either party may terminate this agreement by thirty (30) days written notice.

B. FAILURE TO PERFORM:

In case of failure to furnish services in accordance with the resulting agreement terms and conditions, the City will procure the required services from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies the City may have.

C. PRIME CONTRACTOR RESPONSIBILITY:

Bidders may propose services that are provided by others, but any services proposed must meet all of the requirements of this IFB.

If the Bidders' bid includes services provided by others, the successful Bidder(s) shall be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The prime contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this IFB.

D. SUBCONTRACTORS:

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least five (5) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

E. GOVERNING LAW AND VENUE:

This procurement shall be governed by the laws of the Commonwealth of Virginia and the City of Norfolk. Venue shall be in Norfolk, Virginia.

F. INSURANCE REQUIREMENTS:

Contractor shall submit to the Issuing Office Certificates of Insurance evidencing all applicable insurance requirements prior to beginning work under this contract and no later than five (5) days after award of the contract. Contractor shall maintain during the term of this agreement insurance of the types and in the amounts described below. Unless otherwise specifically approved by the City, general liability and automobile/vehicle liability policies will be written in an "occurrence" ISO form approved for coverage in the Commonwealth of Virginia, The City of Norfolk, Va. and its employees will be included as "Additional Insured" on such policies. All insurance policies affected by this agreement shall be primary and noncontributory to any other insurance or self-insurance maintained by the City. Policy limits may be met either via a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies shall provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City shall have the right, but not the obligation, to purchase such insurance at Contractor's expense. The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Successful Bidder.

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$2,000,000 each occurrence, \$3,000,000 general aggregate. CGL and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, \$500,000 each employee and policy limit of \$1,000,000.

ERRORS & OMISSIONS LIABILITY INSURANCE as shall protect the Contractor against legal liability as a result of alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Contractor's duties and obligations under this contract whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows: not less than \$500,000 each occurrence, \$1,000,000 aggregate.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$ 2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

SUBCONTRACTOR'S INSURANCE: The Contractor shall require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor shall furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing such insurance. The Sub-Contractor shall comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor shall furnish at least one copy the Sub-Contractor's polices/certificate to the City.

G. HOLD HARMLESS AGREEMENT:

The Contractor shall indemnify and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

H. CONTRACTUAL DISPUTES:

If the Contractor has a claim against the City, whether for money or other relief, the Contractor shall give written notice of intent to file a claim within 48 hours of the occurrence on which the claim is based, or the claim shall be deemed irrevocably waived. Even though a claim is intended, the Contractor shall submit an invoice for final payment within ten working days after completion and acceptance of the work. Pendency of claims shall not delay payment of amounts agreed due in the final payment. After reviewing the facts and circumstances of the dispute, the Contract Administrator shall make a decision regarding the resolution of claims. Under no circumstances may the Contractor suspend, delay, or terminate performance pending resolution of or any action upon any claim. Rather, the Contractor shall have an affirmative and on-going obligation to diligently execute and complete all work in a timely manner pending resolution of any dispute with the City.

I. TERMINATION:

The City may terminate any Contract resulting from this IFB upon thirty (30) days written notice to the successful Contractor(s). In the event of breach, the City shall immediately rescind, revoke, or terminate any contract resulting from this IFB. In the event of termination, all documents and other materials related to the performance of this work will become the property of the City.

Failure to Perform. In case of failure to furnish services in accordance with the contract terms and conditions, the City may procure the required services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies the City may have.

Cancellation of Contract. The City reserves the right to cancel and terminate any resulting contract without cost or penalty upon thirty days written notice from the City Purchasing Agent to the contractor. Any contract cancellation notice shall not relieve the contractor of the responsibility to perform all required services prior to the effective date of cancellation.

J. COOPERATIVE PURCHASING:

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Contractor agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Norfolk shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the Contractor."

K. DRUG FREE WORKPLACE:

The City of Norfolk is a drug-free workplace, and as a condition of continued service on the contract, any Bidder personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

L. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES):

The Contractor shall furnish all of the items or services described in the Contract if so requested by the City. The Contractor understands and agrees that this is a requirements contract and the City will have no obligation to the Contractor if no or fewer goods or services are required or requested by the City. Any quantities, which are included in the Contract, are the present expectations of those who are planning for the City for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the City is under no obligation to the Contractor to buy that amount or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the City may

require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than compensation at the unit prices set forth in the resulting contract.

ATTACHMENT A - BID FORM

The pricing form is included as a separate Microsoft Excel document. All bidders shall submit pricing in a completed and printed Excel document and with an electronic version on a CD. Deviations to the bid form will not be waived as minor irregularities. Bidders shall use the formulas provided in the Excel document and only submit unit prices for each year of each bid lot for Attachment A – Bid Form.

ATTACHMENT B - ANTI-COLLUSION STATEMENT

TO ALL BIDDERS: EXECUTE AND RETURN WITH BID DOCUMENTS.

In the preparation and submission of this bid, on behalf of _____ (name of Bidder), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government statutes, Virginia Code Sections 59.1-68.6 through 59.1-68.8.

The undersigned Bidder hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

Name _____

Signature _____

Title _____

Date _____

Company _____

ATTACHMENT C - ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. - Purpose.

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

Sec. 33.1-88. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-89. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- (i) Submit a bid or proposal for that procurement or any portion thereof; or
- (ii) Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

State Law reference— Similar provisions, Code of Virginia, § 11-80.

Sec. 33.1-94—33.1-100. - Reserved.

Initial: _____

Remaining page intentionally left blank.

ATTACHMENT D - NON-DISCRIMINATION

Sec. 33.1-53. Employment discrimination by contractor prohibited (Virginia Code §2.2-4311)

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial: _____

ATTACHMENT E - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

I. CERTIFICATION.

The Bidder certifies, to the best of its knowledge and belief, that—

(i) The Bidder and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Bidder has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

- a. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder’s responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder non-responsible.
- c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this

provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Name _____

Signature _____

Title _____

Date _____

Company _____

ATTACHMENT F - COMPLIANCE WITH FEDERAL IMMIGRATION LAW

I. CERTIFICATION.

The Bidder certifies, to the best of its knowledge and belief that - The Bidder and/or any of its Principals at all times during which any term of this Agreement is in effect, (Please fill in with your enterprise's complete name) _____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

II. INSTRUCTIONS.

a. The Bidder/Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder /Bidder's responsibility. Failure of the Bidder/Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Name _____ Title _____

Signature _____ Date _____

Company _____

ATTACHMENT G - COMPLIANCE WITH STATE LAW-AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

I. CERTIFICATION.

a. The Bidder/Bidder (Please fill in with your enterprise's complete name) _____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Bidder/Vender by the State Corporation Commission: _____

b. Bidder/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS.

a. The Bidder/Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder /Bidder's responsibility. Failure of the Bidder/Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Name _____ Title _____

Signature _____ Date _____

Company _____

PURCHASE ORDER TERMS AND CONDITIONS

1. **DELIVERY AND ACCEPTANCE:** Time of delivery is of the essence of this contract. City reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind City to accept future shipments, nor deprive it of the right to return goods already accepted.
2. **LATE DELIVERIES OR NON-COMPLIANT GOODS:** Should shipment of any part of this order be delayed beyond the time specified in the proposal, bid, or quotation for the same, or beyond the time specified herein, or if no time is specified, then beyond a reasonable time, or if any article should fail to comply with specifications, the City is to have the right to purchase such articles at the market price for immediate delivery and any excess in the cost of same over the price shown herein is to be paid by the contractor under this order, or deducted from any monies now due or hereafter accruing to him from the city.
3. **DELIVERY AND RISK OF LOSS:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by the City. Risk of loss remains with the Seller until acceptance.
4. **DEFECTS:** By accepting this order, Seller acknowledges that the goods covered by this order are satisfactory for the purposes set forth by the City in the bid invitation.
5. **PRICES:** Unless otherwise provided, goods shall be furnished at the prices indicated on this order only. Invoices will be honored for purchase order prices only.
6. **PATENT INFRINGEMENT:** Seller agrees to indemnify City and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the City.
7. **PRODUCT WARRANTY:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation, and to the sample (s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.
8. **PACKING:** All goods, wrappers and containers must bear marking and labels required by applicable federal, state and municipal laws and regulations for the protection and safety of persons and property and Seller warrants that prices include all charges for packing, crating and transportation to F.O.B. point.
9. **DATA:** Seller shall not use or disclose any data, designs, or other information belonging to or supplied by or on behalf of City, except in the performance of this or other orders for City. Upon City's request, such data, designs, or other information and any copies thereof shall be returned to City. Where City's data, designs or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of Buyer's orders, Seller shall insert the substance of the provision in its orders.

10. LABOR DISPUTES: Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to City.
11. MODIFICATION OF ORDER: This contract can be modified or rescinded only by a writing signed by the City Manager.
12. GRATUITIES: The City may by written notice to the Seller, cancel this contract without liability on the part of the City to Seller if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Norfolk with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract.
13. SAFETY: Seller guarantees that the design of all equipment being purchased conforms with all regulations of the Federal Occupational Safety and Health Act at time of delivery. Seller agrees to furnish Material Safety Data Sheet (Form OSHA-20) as applicable for hazardous or potentially hazardous products.
14. ADVERTISING: Seller agrees not to use the name of City or to quote the opinion of any City's employees in any advertising without obtaining the prior written consent of City.
15. ASSIGNMENT: Assignment is prohibited unless Vendor obtains prior written approval of the City.
16. DISCRIMINATION PROHIBITED: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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